

Stephanie R. Tatar (237792)
TATAR LAW FIRM, APC
3500 West Olive Avenue, Suite 300
Burbank, CA 91505
Telephone: (323) 744-1146
Facsimile: (888) 778-5695
Stephanie@thetatarlawfirm.com

Attorney for Plaintiff
JEROME MARVIN MILLER

**UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA**

JEROME MARVIN MILLER

Case No. 3:19-cv-3454

Plaintiff,

**COMPLAINT FOR VIOLATIONS OF
FAIR CREDIT REPORTING ACT**

vs.

CHECKR, INC.

DEMAND FOR JURY TRIAL

Defendant.

PRELIMINARY STATEMENT

1. This is an action for damages brought by an individual consumer against Defendant Checkr, Inc. (hereafter “Checkr”), for violations of the Fair Credit Reporting Act (hereafter the “FCRA”), 15 U.S.C. §§ 1681 *et seq.*, as amended. Under the FCRA, “consumer reports” subject to the statute’s protections include not simply those used in establishing the consumer’s eligibility for credit, but also those used for “employment purposes.” 15 U.S.C. § 1681a(d)(1)(B).

2. Defendant Checkr is a consumer reporting agency which provides background and employment screening services, and decision-making intelligence to prospective employers.

1 3. The FCRA was enacted “to insure that consumer reporting agencies
2 exercise their grave responsibilities with fairness, impartiality, and a respect for the
3 consumer’s right to privacy,” 15 U.S.C. § 1681(a)(4), by operating “in a manner
4 which is fair and equitable to the consumer, with regard to the confidentiality,
5 accuracy, relevancy” of the consumer information they disseminate. 15 U.S.C. §
6 1681(b). Congress included in the statutory scheme a series of protections that
7 impose strict procedural rules on consumer reporting agencies such as Checkr. This
8 action involves Defendant Checkr’s systematic violation of several of those
9 important rules.

10 **II. PARTIES**

11 4. Plaintiff Jerome Marvin Miller is an adult individual who resides in the
12 State of South Carolina.

13 5. Defendant Checkr is a business entity that regularly conducts business
14 in the Northern District of California, and has a principal place of business located
15 at 2505 Mariposa Street, San Francisco, CA 94110.

16 **III. JURISDICTION AND VENUE**

17 6. This Court has jurisdiction over this matter based upon 28 U.S.C. §
18 1331 and 15 U.S.C. § 1681p in that all claims brought arise under the federal Fair
19 Credit Reporting Act, 15 U.S.C. § 1681 *et seq.*

20 7. Venue is properly in this District, pursuant to 28 U.S.C. § 1391(b),
21 because a substantial part of the events or omissions giving rise to Plaintiff’s claim
22 occurred in this District.
23

24 **IV. STATEMENT OF FACTS**

25 8. From in or about January 2014 through January 2019, Plaintiff
26 maintained employment with Uber Technologies, Inc. (“Uber”).
27

1 9. As part of his job, Plaintiff signed a document purportedly authorizing
2 Uber to obtain consumer reports about him for employment purposes.

3 10. Uber requested a consumer report from Checkr, and Checkr sold to
4 Uber a consumer report concerning the Plaintiff on or around January 21, 2019.

5 11. The report furnished by Checkr was for employment purposes.

6 12. This consumer report contained at least one item of information which
7 was a matter of public record and of the type of information that was likely to have
8 an adverse effect upon Plaintiff's ability to obtain employment generally, and
9 specifically with Uber.

10 13. Defendant Checkr has been reporting, and did here report, inaccurate
11 statements and information relating to Plaintiff and Plaintiff's driving history and
12 record to third parties ("inaccurate information").

13 14. The inaccurate information includes, but is not limited to, an expired
14 driver's license. The record appears on the consumer report Checkr sold about
15 Plaintiff to Uber as follows:

16 "License Status: EXPIRED"

17 However, Plaintiff does in fact have a current and active driver's license from the
18 state of South Carolina. Nonetheless, Checkr is falsely reporting Plaintiff's driver's
19 status as expired when in fact it is not.

20 15. The inaccurate information portrays that Plaintiff has an expired
21 driver's license, which he does not.

22 16. In creating and furnishing the Plaintiff's consumer report, Defendant
23 failed to follow reasonable procedures to assure the maximum possible accuracy of
24 the information it reported about the Plaintiff. Due to Checkr's faulty procedures, it
25 reported inaccurate information about the Plaintiff when it knew or should have
26 known that this information was false.

